

HAMPTON PARKS AND RECREATION DEPARTMENT

BLEACHER RENTAL AGREEMENT

Agency Name_____

Agency Representative and Title_____

Address_____City_____State_____Zip_____

Day #_____Cell #_____Email:_____

Name of Event_____

Location of Event_____

Date of Event_____Email:_____

Set Up Date_____Set Up Time_____ ☐ AM ☐ PM

Take Down Date_____Take Down Time_____ ☐ AM ☐ PM

Hold Harmless/Indemnification

It is understood and agreed that leasing Agency hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of leasing Agency, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Leasing Agency agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by leasing Agency or those for whom leasing Agency is legally liable. Upon written demand by the City, Agency shall assume and defend at leasing Agency's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

Due to the potential risk of damaging property and causing bodily harm, the Hampton Parks and Recreation Department staff will be solely responsible for the mechanical operation of bleacher(s). **NO EXCEPTIONS.**

Insurance

During the performance of the work under this Agreement, the leasing Agency shall maintain the following insurance:

- A. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent Contractors, broad form general liability and property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate and with property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. The leasing Agency shall furnish the City certificates of insurance for all the insurance coverage described herein upon request. At least thirty (30) days written notice shall be given to the City prior to any cancellation or modification of any insurance required under this Agreement.

RENTAL AUTHORIZATION AND PAYMENT LOCATION:

Hampton Parks & Recreation

22 Lincoln Street

Hampton, VA. 23669

PHONE: (757)727-8314 FAX: (757)727-8313

HAMPTON PARKS AND RECREATION DEPARTMENT BLEACHER RENTAL AGREEMENT

The leasing Agency agrees to return bleacher(s) in fully serviceable condition or to bear all costs to correct all damages, which occur while the bleacher(s) is in custody of the leasing Agency. Charges will be cost of labor and materials plus 15% surcharge to compensate for work disruption.

Full payment is due 3 weeks in advance of event. Notification of event cancellation must be given at least one week prior to the event in order to receive a refund of fees paid, less 10% for Administrative Fees. There will be no "Rain Date" rescheduling.

Rates: A 10-row bleacher rents for \$1,000 per week within the city limits of Hampton. Other locations vary and are on a case by case basis. The City of Hampton owns 4 sets of 10-row bleachers.

Bleacher(s) use rules and guidelines:

- 1) The bleachers will not be pulled through tunnels or across bridges greater than one mile in length.
- 2) Renter is responsible for removal of all banners, strings/rope, tape, etc.
- 3) No paint, stickers, graffiti, or permanent markings of any type are permitted.
- 4) Renter is responsible for removal of trash and debris left on and around the bleacher(s) at the end of use.
- 5) Site selection is done by the renter, and as such the renter is responsible for site renovations and repair if necessary.(i.e. ruts or disturbed turf)
- 6) Proper supervision of children on the bleacher(s) is advised.

General stage information: Bleacher(s) sit approximately 330 people. Row Length: 45', Unfolded Width: 19'-4", Unfolded Length: 46'-6". Row Spacing: 24",

I have read and fully understand the above and agree to the terms and conditions.

Signature of Agency Representative_____ Date_____

Printed Name_____

TO BE COMPLETED BY THE PARKS & RECREATION DEPARTMENT

Approved_____

Denied_____

Bleacher Rental: \$_____

Additional Fees: \$_____

Total Charges: \$_____

Check # _____ MO # _____ Receipt # _____

Make checks payable to: City of Hampton

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